

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**Issuing Agent: **Best Homes Title Agency, LLC**Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, MI 49525**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **BH-245171**Property Address: **3730 Old US 27N, Gaylord, MI 49735**Revision Number: **1****SCHEDULE A**1. Commitment Date: **April 15, 2024**

2. Policy to be issued: Proposed Policy Amount

a. ALTA® Owner's Policy (6-17-06)

Proposed Insured: **Purchaser with contractual rights under a purchase agreement  
with the vested owner identified as Item 4 below.**

3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

**Derrick Marsh**

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**Best Homes Title Agency, LLC**

Authorized Signatory

Best Homes Title Agency, LLC

Company Name

Farmington Hills, MI

City, State



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Situated in the Township of Livingston, County of Otsego, State of Michigan:

Beginning at an Iron Stake on the Northwestern line of Highway Old US 27 which is 977.42 feet North and 301.27 feet West of the East 1/4 corner of Section 16, Town 31 North, Range 3 West; thence Northeasterly along said Northwestern line of Old US 27 a distance of 380 feet; thence West a distance of 500 feet, more or less, to the Easterly line of the railroad right of way; thence Southerly along said railroad right of way a distance of 340 feet; thence Easterly a distance of 190 feet, more or less, to a point which is North 51 degrees 19'40" West 69.35 feet and North 76 degrees 53' West 77.42 feet from the Point of Beginning; thence South 76 degrees 53' East a distance of 77.42 feet; thence South 51 degrees 19'40" East a distance of 69.35 feet to the Point of Beginning. EXCEPT Part of the Northeast 1/4 of Section 16, Town 31 North, Range 3 West, described as commencing at the East 1/4 corner of said Section; thence North 01 degrees 59'45" East, along the East line of said Section; 962.03 feet; thence North 88 degrees 00'15" West 333.38 feet to a point on the Northwestern right-of-way line for Highway Old U.S. 27 which is 973.06 feet due North and 299.68 feet due West (recorded as 977.42 feet North and 301.27 feet West) of the East 1/4 corner of said Section and the Point of Beginning; thence North 13 degrees 14'29" East, along said Northwestern right-of-way line, 51.60 feet; thence North 68 degrees 11'21" West 68.33 feet; thence South 04 degrees 22'52" West 32.41 feet; thence South 51 degrees 19'40" East 69.29 feet (recorded as South 51 degrees 19'40" East 69.35 feet) to the point of beginning.

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**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed "Affidavit by Owner" and/or acceptable Survey or Survey Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein. In the event subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
6. NOTICE/REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS: All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
7. Warranty Deed from Derrick Marsh to the proposed insured purchaser(s).
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated.
9. NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.

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**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Taxes, blight tickets, and assessments which become due and payable, or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
10. Notwithstanding the provisions, terms and conditions of this title policy, this policy does not insure title to the mobile or manufactured home on real estate.
11. Oil and Gas Lease in favor of Sun Oil Company, as lessee, recorded in Liber 303 Page 41, and any subsequent instruments pertinent thereto.
12. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
13. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of Mossbeck Creek.
14. Easement granted to Michigan Public Service Company for electric transmission lines, disclosed by instrument recorded in Liber M - 4 Page 350.

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15. Easement for ingress and egress and the rights of others, disclosed by instrument recorded in Liber 1089 Page 372.
16. 2023 Winter Taxes are DELINQUENT and DUE in the amount of \$875.04 if paid by April 30, 2024 (Base amount is \$833.68)  
2023 Summer Taxes in the amount of \$904.01 are PAID  
Property Address: 3730 Old 27 N  
Tax Parcel Number: 69-080-016-100-020-07  
2023 State Equalized Value: \$46,000.00 Taxable Value: \$45,465.00  
Principal Residence Exemption: 0% School District: Gaylord  
Special Assessments: NONE

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